

## **ATTACHMENT 2**

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2 Kenneth A. Gallo (*pro hac vice*)  
3 Joseph J. Simons (*pro hac vice*)  
4 Craig A. Benson (*pro hac vice*)  
5 PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
6 2001 K Street, NW  
7 Washington, DC 20006-1047  
8 Telephone: (202) 223-7300  
9 Facsimile: (202) 223-7420  
10 Email: kgallo@paulweiss.com  
11 Email: jsimons@paulweiss.com  
12 Email: cbenson@paulweiss.com

13  
14 Stephen E. Taylor (SBN 058452)  
15 Jonathan A. Patchen (SBN 237346)  
16 TAYLOR & COMPANY LAW OFFICES, LLP  
17 One Ferry Building, Suite 355  
18 San Francisco, California 94111  
19 Telephone: (415) 788-8200  
20 Facsimile: (415) 788-8208  
21 Email: staylor@tcolaw.com  
22 Email: jpatchen@tcolaw.com

23  
24 *Attorneys for Sharp Electronics Corporation and*  
25 *Sharp Electronics Manufacturing Company of America, Inc.*

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In Re CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

Case No. 07-cv-5944 SC

MDL No. 1917

This Document Relates to:

*Sharp Electronics Corporation, Sharp Electronics  
Manufacturing Company of America, Inc. v. Hitachi,  
Ltd. et al., Case No. 13-cv-1173 SC.*

**DECLARATION OF FUMIHIRO  
YAMAZOE IN SUPPORT OF  
PLAINTIFFS' OPPOSITION TO  
TOSHIBA DEFENDANTS' MOTION  
TO DISMISS**

Date: December 20, 2013

Time: 10:00 a.m.

Judge: Hon. Samuel Conti

1 I, Fumihiro Yamazoe, hereby declare as follows:

2 1. My name is Fumihiro Yamazoe and I am the head of the procurement department  
3 for Sharp Corporation ("Sharp"), a Japanese corporation. I have worked in the procurement  
4 department since 1980. I have personal knowledge of the facts stated herein.

5 2. The Basic Transaction Agreement was signed in 1977, and renewed yearly  
6 through 2007.

7 3. Sharp intended for the BTA to apply only between itself and Toshiba Corporation.  
8 It was intended to apply only between Sharp and Toshiba Corporation and only in Japan. Sharp  
9 did not intend for the BTA to apply to its global subsidiaries.

10 4. The BTA is between Party A, Sharp Corporation, and Party B, Tokyo Shibaura  
11 Electric Corporation (now Toshiba). Neither party's subsidiaries are signatories, nor are they  
12 mentioned.

13 5. The BTA is a standard form agreement Sharp uses for transactions in Japan. The  
14 BTA is the basic agreement for Japanese, domestically produced materials and research  
15 materials transactions. Sharp Corporation's contracting policies state that for a domestic  
16 transaction (i.e., one in Japan), the BTA format is used. In contrast, other forms are specified for  
17 international agreements.

18 6. Another policy at Sharp is to draft agreements between Japanese corporations in  
19 Japanese. In contrast, when drafting agreements that apply to entities in non-Japanese speaking  
20 countries, the agreements are written in English.

21 7. Among other things, Sharp Corporation did not intend to restrict its global  
22 subsidiaries from bringing lawsuits in their respective jurisdictions for injuries suffered in those  
23 jurisdictions by signing the 1977 BTA. Specifically as it applies here, Sharp did not intend to  
24 restrict Sharp Electronics Corporation and Sharp Electronics Manufacturing Company of  
25 America from bringing lawsuits in the United States.

1 I declare under penalty of perjury under the laws of the United States of America that the  
2 foregoing is true and correct.

3 Executed this 5th day of November, 2013 in Osaka, Japan.

4  
5  /s/ 山崎 文裕

6 Fumihiko Yamazoe  
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